

City Clerk File No. Ord. 18-104

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-104

TITLE:

**ORDINANCE AUTHORIZING THE EXECUTION OF A FORTY YEAR
LEASE AGREEMENT WITH THE MORRIS COUNTY PARK
COMMISSION REGARDING THE DEVELOPMENT, MANAGEMENT
AND MAINTENANCE OF A RECREATIONAL TRAIL AT THE JERSEY
CITY RESERVOIR IN BOONTON**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (the "Lessor") is the owner of a 1,300-acre reservoir property lying in the Town of Boonton and the Township of Parsippany-Troy Hills known as the "Jersey City Reservoir," being known and identified as Lot 1, Block 400; Lots 1 and 2, Block 450; and Lot 8, Block 494 in the Township of Parsippany-Troy Hills, and Lots 17 and 18, Block 79; Lots 68.01 and 84, Block 90; Lots 2, 3, 4, 9, 22, 47 and 67, Block 90.01; Lots 3 and 4.02, Block 105 and Lot 3, Block 105.01 in the Town of Boonton (the "Property"); and

WHEREAS, the Morris County Park Commission (the "Lessee"), consistent with N.J.S.A. 40:37-95.1 et seq. among other purposes, develops recreational trails for public use and conservation purposes; and

WHEREAS, Lessor and Lessee (collectively "the Parties") recognize the significant public benefit to developing a trail system surrounding said reservoir and the Parties are willing to execute a lease on the terms and conditions set forth in the attached document to effectuate the development of a recreational trail and to increase security around the reservoir; and

WHEREAS, due to the increased access and patrol responsibilities for law enforcement on the property, security shall be enhanced throughout the property; and

WHEREAS, Lessor shall have the sole right to suspend access to the Property if any hazardous conditions, security threats or decline in water quality are discovered; and

WHEREAS, if any of the aforementioned hazards, water quality or security issues are unable to be cured within a reasonable period of time, the Lessor shall have the right to terminate

the Lease; and

WHEREAS, the trail shall be constructed in a manner that is compliant with the Americans with Disabilities Act; and

WHEREAS, through planting of native species to restore the understory of the surrounding forest land, water quality shall be protected; and

WHEREAS, in order to further protect the quality of the water in the reservoir, the trail shall be constructed in consultation with a professional ecologist, the Jersey City Environmental Commission, the Open Space Institute, and other experts as applicable; and

WHEREAS, no construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected; and

WHEREAS, if the governing bodies of the Parties fail to adopt a Property Management Plan within two (2) years of the execution of the Lease, the Lease shall terminate immediately.

NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY that:

1. The Mayor or Business Administrator is authorized to execute a lease agreement with the Lessee to effectuate the development of a recreational trail and to increase security within the Property.
2. The term of the lease shall be for a forty (40) year period, beginning on the date of execution by the Parties, with a single option to renew for an additional forty (40) years period upon the Parties mutual consent for a total sum of one dollar (\$1.00).
3. No construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected.
4. The lease shall automatically terminate if the governing bodies of Parties do not adopt a Property Management Plan within two (2) years of the execution of the lease.
5. No construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected.
6. The Lease shall be in substantially the form attached, subject to such modification as may be deemed necessary or appropriate by the Business Administrator or Corporation Counsel.
 - A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
 - B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

- C. This Ordinance shall take effect at the time and in the manner as provided by law.

JMcK
9/4/2018

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE EXECUTION OF A FORTY YEAR LEASE AGREEMENT WITH THE MORRIS COUNTY PARK COMMISSION REGARDING THE DEVELOPMENT, MANAGEMENT AND MAINTENANCE OF A RECREATIONAL TRAIL AT THE JERSEY CITY RESERVOIR IN BOONTON

Initiator


Department/Division	Business Administration	Real Estate
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	bplatt@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The ordinance shall authorize the execution of a lease to effectuate the development of a recreational trail and to increase security around the Jersey City reservoir located in Boonton.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9-5-16

Date

RECREATIONAL TRAIL LEASE AGREEMENT

[Jersey City Reservoir]

This agreement made this _____ day of _____, 2018, by and between

THE CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, referred to as “Lessor”;

and

THE MORRIS COUNTY PARK COMMISSION, a public corporation of the State of New Jersey with offices at 53 East Hanover Road, P.O. Box 1295, Morristown, New Jersey 07962-1295, referred to as “Lessee.”

WHEREAS, the Lessor is the owner of a 1,300-acre reservoir property lying in the Town of Boonton and the Township of Parsippany-Troy Hills known as the “Jersey City Reservoir,” being known and identified as Lot 1, Block 400; Lots 1 and 2, Block 450; and Lot 8, Block 494 in the Township of Parsippany-Troy Hills, and Lots 17 and 18, Block 79; Lots 68.01 and 84, Block 90; Lots 2, 3, 4, 9, 22, 47 and 67, Block 90.01; Lots 3 and 4.02, Block 105 and Lot 3, Block 105.01 in the Town of Boonton (the “Property”); and

WHEREAS, the Lessee, consistent with N.J.S.A. 40:37-95.1 et seq. among other purposes, develops recreational trails for public use and conservation purposes; and

WHEREAS, Lessor and Lessee (collectively “the Parties”) recognize the significant public benefit to developing a trail system surrounding said reservoir and the Parties are willing to execute this Lease on the terms and conditions set forth below to effectuate the development of a recreational trail and to increase security around the reservoir.

NOW THEREFORE in consideration of One Dollar (\$1.00), and at no cost or expense whatsoever to Lessor, the receipt and sufficiency of which is hereby acknowledged and in further consideration of the foregoing recitations and terms set forth below, the Lessor hereby grants to the Lessee a lease in order to develop, maintain and manage for public use a recreational trail on the following terms and conditions:

1. **TERM.** The term of this Lease shall be for a forty (40) year period, beginning on the date hereof, with a single option to renew for an additional forty (40) years period upon the Parties' mutual consent.
2. **ADOPTION OF PROPERTY MANAGEMENT PLAN.** No construction on, or public access to, the Property shall occur until the governing bodies of the Parties adopt a Property Management Plan that details how the public may use the areas of the Property, how the Property shall be patrolled and monitored and how the water in the reservoir shall be protected. If the governing bodies of the Parties fail to adopt a Property Management Plan within two (2) years of the execution of this Lease, this Lease shall terminate immediately.
3. **DEVELOPMENT OF TRAIL.** The trail shall be known as the "Jersey City Reservoir Trail." The trail shall be developed by Lessee entirely surrounding the Jersey City Reservoir as generally depicted on the concept plan (the "Concept Plan") attached hereto as Exhibit A and made a part hereof. At any time during this Lease, the Parties may agree to relocate or expand the trail if it is in the public interest to do so.
4. **GENERAL MANAGEMENT CONDITIONS.** The Lessee shall manage said trail as though it were a park or public facility under its jurisdiction, and shall

permit non-motorized recreational and educational use of the trail, including walking, hiking, biking, cross-country skiing, birding, picnicking, nature study and the like. The rules and regulations of the Lessor shall apply.

5. **GENERAL TRAIL SPECIFICATIONS.** The trail shall be a high quality outdoor experience and shall permit the interpretation of the natural and cultural amenities of the Rockaway River Valley and the immediate area of the Jersey City Reservoir. No structure shall be permitted to be erected on the trail except as is necessary for the safe and proper usage of the trail and any such construction must receive prior written approval from the Lessor. The trail shall be approximately 7.5 miles long as it surrounds the reservoir provided, however, that Lessee may construct the trail in two phases (Phase I and Phase II) as set forth in the Concept Plan. In addition, for ease of use, trail loops shall be provided at appropriate locations through the trail area. The trail shall be no greater than eight (8) feet in width and shall not be in any area not delineated by the Concept Plan without the mutual consent of the Parties. The surface of the trail shall be pervious and adequate for use by emergency vehicles, including automobiles, rescue vehicles, ATVs and horses. The Lessor's Municipal Utility Authority shall have the right to review and approve in advance of actual construction the construction plans prepared by Lessee, including the selection and installation of the surface material to be used on the trail.
6. **GENERAL PATROL REQUIREMENTS.** The trail area shall be patrolled by the Lessee's Park Police in the same manner and fashion as all parks and facilities under the jurisdiction of the Lessee. There shall not however be

consistent Park Police presence but only patrols as provided in the Lessee's parks generally. The trail shall be open to the public 365 days each year from dawn to dusk each day in the same manner and fashion as other parks under the Lessee's jurisdiction. Notwithstanding the foregoing, the trail shall not be opened to the public until the Parties to this agreement enter into a separate interlocal services agreement with the Township of Boonton and the Township of Parsippany-Troy Hills for security and fire services.

7. **GENERAL CONSTRUCTION REQUIRMENTS.** The trails shall be developed, managed and maintained by the Lessee and this right and responsibility shall not be transferred to any other entity without the prior written approval of Lessor. The Lessee, at its sole cost and expense, shall construct the trails and provide one additional portable sanitary facility at each existing parking area and shall obtain all necessary permits to do so at its sole expense. The Lessee shall also, at its sole expense, obtain any necessary permits and construct any bridges or other crossings necessary to provide for a complete connection of the trail surrounding the Jersey City Reservoir. The Lessee shall select and install the bridges and other crossings with the approval of the Lessor's Municipal Utility Authority.
8. **SIGNAGE.** The Lessee shall provide for signs and interpretive information in the location and manner as set forth in the Concept Plan.
9. **SPECIAL PERMIT REQUIREMENTS.** The Lessee shall assure that the trail remains a self guiding educational trail. Organized groups of over 25 persons shall not be permitted to use the trail unless each such group first obtains

a special permit from the Lessee. The Lessee shall get prior approval from the Lessor before issuing such a special permit.

10. **MAINTENANCE AND REPAIR.** The Lessee, at its sole cost and expense, shall keep and maintain the trails, parking areas and portable sanitary facilities in good order and repair and in a neat and clean and safe condition and in the same fashion as other parks under Lessee's jurisdiction. It will not create or permit to continue any condition upon the Property that the Lessor considers inimical to the reservoir or the water therein and its use for public water supply purposes. The Lessee agrees to remove all refuse, garbage, trash, litter or rubbish which may be generated during the use of the Property. In the event that the same is not removed, after reasonable efforts are made to contact the Lessee, the Lessor shall have the right to dispose of the same and charge the Lessee for any cost of disposing thereof.
11. **ACCESS TO THE PARSIPPANY DIKE.** Walking on Parsippany Dike shall be absolutely prohibited. The Lessee shall provide appropriate signage at both ends of the dike, which signage shall be reviewed and approved by Lessor prior to installation.
12. **WETLANDS.** All efforts shall be made to develop the trail without disturbance of wetlands and/or critical habitat. To the extent required, development of the trail within wetland areas shall proceed in accordance with the State and Federal regulations. Lessee shall obtain and all necessary permits for development.
13. **FISHING, BOATING AND SWIMMING.** Fishing, boating and swimming in the reservoir shall be absolutely prohibited.

14. **PETS PROHIBITED.** No pets shall be allowed on the Property. The Lessee shall post appropriate signage at the entrances to the Property that shall inform the public that all pets are prohibited from entering the Property.
15. **SUSPENSION OF ACCESS.** The Lessor shall have the sole right to suspend access to the Property if any hazardous conditions, security threats or decline in water quality are discovered. If any of the aforementioned issues are unable to be cured within a reasonable period of time, the Lessor shall have the right to terminate this Lease.
16. **REPREENATIONS AND WARRANTIES.** The Lessor makes no representations or warranties regarding the condition of the Property. The Lessor expressly disclaims, and the Lessee expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Property for any particular purpose or use. The Lessee acknowledges the Property will be in an "as is, where is," condition, and the Lessor has no obligation to make repairs thereon to facilitate the Lessee's use.
17. **ASSUMPTION OF RISK AND INDEMNIFICATION.** The Lessee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the use of the premises permitted herein. The Lessee further agrees to indemnify and hold harmless the Lessor, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims,

including attorney's fees and costs of suit. If so directed, the Lessee shall, at no cost or expense to the City, defend against such claims, in which event the Lessee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Lessee's liability under this Lease shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

18. **ASSIGNMENT.** The Lessee shall not assign this Lease, or any part thereof, or occupy the property for any reason(s) other than herein stipulated. Lessee shall not sub-let or grant any license to use the Premises or any part thereof for any reason(s) other than herein stipulated without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. Any aforementioned assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

19. **TERMINATION AND DEFAULT.** Either party may terminate this Lease for no cause upon one (1) year written notice to the other except that in the event of an emergency or threat to the public water supply, the Lessor may suspend this Lease immediately. If Lessee fails to comply with any of the material provisions of this Lease, or of any present rules and regulations or any that may be

hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate this Lease by reason thereof, Lessor may terminate this Lease.

20. **COST OF OBLIGATIONS.** All expenses and costs required to satisfy any or all of Lessee's obligations pursuant to this agreement shall be at its sole cost and expense.
21. **EXECUTION IN COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.
22. **CHOICE OF LAW.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
23. **MODIFICATION.** The Parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.
24. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.

25. **NOTICE.** All notices between the parties hereto shall be addressed and delivered to:

Lessor: _____

Lessee: _____

IN WITNESS WHEREOF, the Lessor and Lessee have duly caused these presents to be signed, attested, sealed and acknowledged on the day and year first written above.

ATTEST

LESSOR – CITY OF JERSEY CITY

By:

ATTEST

LESSEE – MORRIS COUNTY PARK

COMMISSION

By:

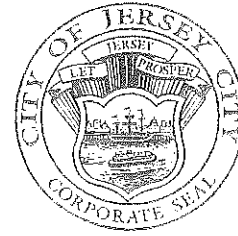
Attachment:

Exhibit A (Concept Plan)

City Clerk File No. Ord. 18-105

Agenda No. 3 - B 1st Reading

Agenda No. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-105

TITLE:

AN ORDINANCE CORRECTING ORDINANCE 16-088 WHICH APPROVED A TEN (10) YEAR TAX EXEMPTION FOR A MIXED-USE MARKET-RATE CONDOMINIUM PROJECT CONSTRUCTED BY 380 NEWARK REALTY URBAN RENEWAL, LLC ON THE PROPERTY DESIGNATED AS BLOCK 9806, LOT 8 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 380 NEWARK AVENUE, AND CORRECTING THE FINANCIAL AGREEMENT AUTHORIZED BY ORDINANCE 16-088

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES HEREBY ORDAIN:

WHEREAS, on May 25, 2016, the Municipal Council approved Ordinance 16-088 which granted a ten (10) year tax exemption for a mixed-use, market-rate condominium project located on Block 9806, Lot 8, on the City's Official Tax map, and more commonly known by the street address of 380 Newark Avenue; and

WHEREAS, Ordinance 16-088 described the project as a seven (7) story building containing a total of forty-seven (47) condominium units: forty-five (45) residential condominium units, one (1) commercial condominium unit consisting of approximately 4,316 square feet of retail and amenity space, and a second condominium unit containing twenty (20) parking spaces; and

WHEREAS, the project actually contains forty-seven (47) condominium units with forty-five (45) residential condominium units and two (2) commercial condominium units consisting of approximately 4,316 square feet of retail and amenity space; and

WHEREAS, all twenty (20) parking spaces are Limited Common Elements, associated with the condominiums and are not contained in a separate condominium unit; and

WHEREAS, in July, the developer noted the discrepancy and through its attorney, requested that the City correct the error in both the Ordinance and in the Financial Agreement authorized by the Ordinance; and

WHEREAS, correcting this error does not alter the developer's payments to the City, and in particular it does not alter the developer's payments to the Affordable Housing Trust Fund contribution as the contribution for commercial condominium units is based on square footage, not unit count, and the square footage of commercial space within the project has not changed; moreover the contribution for parking is based on the square footage of parking and the square footage of parking within the project has not changed.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- A. Ordinance 16-088 is hereby corrected to reflect that the project contains forty-seven (47) condominium units including forty-five (45) residential condominium units and two (2) commercial condominium units containing approximately 4,316 square feet of retail and

amenity space and including twenty (20) parking spaces which are Limited Common Elements, associated with the condominiums; and

B. The Mayor or Business Administrator is hereby authorized to execute a new tax exemption Financial Agreement which reflects this correction and which retains the following provisions:

1. Term: the earlier of (twelve) 12 years from the adoption of the within Ordinance or ten (10) years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge initially equal to \$24,532, but upon Project Completion, whether or not the Project is occupied equal to \$438,858; or
 - (b) 11% of the Annual Gross Revenue, which initial sum is estimated to be \$438,858, and which shall be subject to statutory increases during the term of the tax exemption.
3. Administrative Fee: 2% of the prior year's Annual Service Charge estimated to be \$8,777;
4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County estimated to be \$21,943;
5. Affordable Housing Trust Fund: \$1,500 x 45 residential condominium units or \$67,500; \$1.50 per square foot for commercial condominium units x 4,316 or \$6,474; and \$1.50 per square foot of parking space x 7,800 or \$11,700; for a total of \$85,674 as a contribution;
6. Execution of a Project Employment and Contracting Agreement;

C. The City Clerk shall deliver a certified copy of the corrected Ordinance and the corrected Financial Agreement to: 1) the City Tax Assessor; 2) the Director of the New Jersey Division of Local Government Services; 3) the Hudson County Chief Financial Officer; and 4) the Hudson County Counsel, within ten (10) calendar days of adoption or execution, whichever occurs later.

- I. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- II. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect at the time and in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of the ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words ~~struck through~~ are repealed. For purposes of advertising only, new matter is in **boldface type** and words which are repealed are in *italics*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE CORRECTING ORDINANCE 16-088 WHICH APPROVED A TEN (10) YEAR TAX EXEMPTION FOR A MIXED-USE MARKET-RATE CONDOMINIUM PROJECT CONSTRUCTED BY 380 NEWARK REALTY URBAN RENEWAL, LLC ON THE PROPERTY DESIGNATED AS BLOCK 9806, LOT 8 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 380 NEWARK AVENUE, AND CORRECTING THE FINANCIAL AGREEMENT AUTHORIZED BY ORDINANCE 16-088

Initiator

Department/Division	Law	Office of the Corporation Counsel
Name/Title	Peter J. Baker	Corporation Counsel
Phone/email	201-547-4667	pbaker@jcnj.org

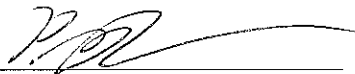
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance corrects a discrepancy regarding the number of commercial condominium units within the project located at 380 Newark Avenue. The original Ordinance listed one (1) commercial condominium unit consisting of approximately 4,316 square feet of retail and amenity space, and a second condominium unit containing twenty (20) parking spaces. In actuality, the project contains two (2) commercial condominium units consisting of approximately 4,316 square feet of retail and amenity space, and all twenty (20) parking spaces are common elements associated with the condominiums and are not contained in a separate condominium unit.

Correcting this error does not alter the developer's payments to the City, and in particular it does not alter the developer's payments to the Affordable Housing Trust Fund contribution as the contribution for commercial condominium units is based on square footage, not unit count, and the square footage of commercial space within the project has not changed. In addition, the contribution for parking is based on the total square footage of parking and the square footage of parking within the project has not changed.

I certify that all the facts presented herein are accurate.



Peter J. Baker
Corporation Counsel

August 30, 2018

Date

Re: 380 Newark Avenue
Approximately 0.34 Acres
Block 9806, Lot 8
Urban Enterprise Zone

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made as of the 25th day of May, 2016, by and between **380 NEWARK REALTY URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 47 Mill Road, Jersey City, New Jersey 07302, and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Owner pursuant to Deed dated June 3, 2015, of certain property designated as Block 9806, Lot 8, more commonly known by the street address of 380 Newark Avenue, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is located within the boundaries of the Urban Enterprise Zone]; and

WHEREAS, the Entity plans to construct a seven (7) story mixed use building with forty-seven condominium units including forty-five (45) market-rate residential condominium units; ~~one~~ **two** commercial condominium units containing approximately 4,316 square feet of retail and amenity space and ~~a second condominium unit containing~~ twenty (20) parking spaces totaling 7,800 square feet of parking space **which shall be Limited Common Elements associated with the condominiums;** and

WHEREAS, on October 29, 2015, the Project received site plan approval from the

Planning Board; and

WHEREAS, on December 15, 2015, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance 16-088 on May 25, 2016, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$24,532.20 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$438,858.00;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$28,558.00 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$57,116.00 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately forty (40) new construction jobs and eight (8) new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the objectives of the Urban Enterprise Zone, and will include the construction of new improvements on vacant property;
6. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants

and the success of the Project; and

3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2015-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 16-088, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.
- iii. Annual Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees

from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

Annual Gross Revenue for Condominium Units - The amount equal to the annual aggregate constant payments of principal and interest, assuming a purchase money mortgage encumbering the condominium unit to have been in an original amount equal to the initial value of the unit with its appurtenant interest in the common elements as stated in the master deed, if unsold by the urban renewal entity, or, if the unit is held by a unit purchaser, from time to time, the most recent true consideration paid for a deed to the condominium unit in a bona fide arm's length sale transaction, but not less than the initial assessed valuation of the condominium unit assessed at 100% of the true value, plus the total amount of common expenses charged to the unit pursuant to the by-laws of the condominium association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing on comparable properties within the municipality as of the date of the recording of the unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement; and provided further that any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under Federal or State law, shall not be included in computing gross revenue.

There is expressly excluded from gross revenue any gain realized by the Urban Renewal Entity on the sale of any condominium unit, whether or not it is taxable under State or Federal law as set forth in N.J.S.A. 40A:20-14(b).

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all profit exceeding Allowable Net Profit, i.e., annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a

minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean 380 Newark Realty Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax

Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 15-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance 16-088, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$24,532.20 or b) the Project's initial assessed value upon Substantial Completion, as determined by the Tax Assessor.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 9806, Lot 8, more commonly known by the street address 380 Newark Avenue, Jersey City, New Jersey and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs;

and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a forty-five (45) dwelling units; twenty (20) parking spaces totaling approximately 7,800 square feet of parking space; and approximately 4,316 square feet of commercial/amenity space; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Sale Prices

The Entity represents that its good faith projections of the initial sales prices and other revenue to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of twelve (12) years from the date of the adoption of Ordinance 16-088 on May 25, 2016, which approved

the tax exemption or ten (10) years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 11% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimate of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due upon Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 11% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the 7th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual

Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 8th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 9th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 10th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly

installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity will pay the City the total sum of \$85,674.00 or \$1,500 per residential condominium unit (45 units) or \$67,500; \$1.50 per square foot for the 7,800 square foot commercial condominium unit and \$1.50 per square foot for the 4,316 square foot condominium unit containing the twenty parking spaces or \$18,174, as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Allowable Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made

during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement. If the Service Charge is calculated as a percentage of Total Project Costs, such costs must be included in the Total Project Costs for purposes of calculating the Annual Service Charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

Section 8.4 Net Profit for Condominiums.

There is expressly excluded from gross revenue any gain realized by the Urban Renewal Entity on the sale of any condominium unit, whether or not it is taxable under State or Federal law as set forth in N.J.S.A. 40A:20-14(b).

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, currently 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

The conveyance of a condominium unit to a bona fide unit purchaser grantee shall not require the consent or approval of the City as provided in N.J.S.A. 40A 20-14(c).

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2015-007, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However,

if, in the reasonable opinion of the City, the Default cannot be cured within thirty (30) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the

tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the

provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 hereof and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided

herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

380 Newark Realty Urban Renewal, LLC
47 Mill Road
Jersey City, New Jersey 07302
Attention: Scott & Jeff Weingarten

And

Eugene T Paolino, Esq.
Genova Burns, LLC
30 Montgomery Street, Suite 1105
Jersey City, New Jersey 07302

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such

Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;

6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Sales Prices;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

**380 NEWARK REALTY
URBAN RENEWAL, LLC**

SCOTT WEINGARTEN, CO-MANAGER

JEFF WEINGARTEN, CO-MANAGER

ATTEST:

CITY OF JERSEY CITY

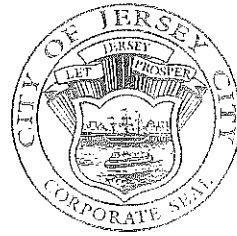
**ROBERT BYRNE
CITY CLERK**

**ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR**

City Clerk File No. Ord. 18-106

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-106

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 131 (CONSTRUCTION CODES, UNIFORM) (1) ADOPTING THE UPDATED CONSTRUCTION SITE SAFETY MANUAL, 2018 EDITION, (2) INCORPORATING THE SAFETY REGULATIONS CONTAINED THEREIN, BY REFERENCE, INTO CHAPTER 131, AND (3) EMPOWERING THE CONSTRUCTION CODE OFFICIAL TO ENFORCE THE REGULATIONS CONTAINED IN THE CONSTRUCTION SITE SAFETY MANUAL, 2018 EDITION

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, Pursuant to N.J.S.A. 40:48-2, the City of Jersey City is empowered to enact and enforce ordinances and regulations to ensure the protection of persons and property and the preservation of the public's health, safety and welfare; and

WHEREAS, pursuant to both New Jersey statute and the Municipal Code, the Construction Official is empowered to administer and enforce the New Jersey Uniform Construction Code and to enforce ordinances and regulations necessary to ensure the protection of persons and property at construction and demolition sites; and

WHEREAS, Uniform Construction Code charges the owner and/or contractor working on a construction or demolition site with the responsibility of ensuring the safety of those working at the site as well as the members of the public who live and work near it; and

WHEREAS, in 2008 the Construction Official published the City's first Construction Site Safety Manual setting forth the safety regulations for owners, contractors and other construction personnel engaged in construction and demolition work throughout the City; and

WHEREAS, on August 6, 2008, the Municipal Council approved Ordinance 08-100 formally adopting the City's first Construction Site Safety Manual; and

WHEREAS, after the expiration of ten years, the City's Construction Official reviewed and updated the City's Construction Site Safety Manual, which is attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interest of the City to replace the existing Construction Site Safety Manual, formally adopt this updated 2018 Edition of the Construction Site Safety Manual and incorporate the regulations contained therein as part of Chapter 131 of the Municipal Code.

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that the following amendments to Chapter 131 (Construction Codes, Uniform) are hereby adopted:

**CHAPTER 131
CONSTRUCTION CODES, UNIFORM**

131-1 Enforcing agency established.

A. through C.

NO CHANGE.

D. The City hereby adopts and ~~accepts~~ the 2018 Edition of the Construction Site Safety Manual, as amended, and dated June, 2008 September 2018, which is on file in the Office of the City Clerk. The 2018 Edition of the Construction Site Safety Manual replaces and supersedes the previous version of the Construction Site Safety Manual.

E. The Construction Official may enforce and ~~as necessary~~ amend the 2018 Edition of the Construction Site Safety Manual as necessary dated June, 2008.

F. The regulations contained in the 2018 Edition of the Construction Site Safety Manual are made a part of Chapter 131 of the Municipal Code and are hereby incorporated by reference.

~~FG.~~ In addition to any power conferred upon the Construction Official pursuant to the New Jersey Administrative Code, the Construction Official and any subcode official may enforce compliance with the Construction Site Safety Manual by issuing complaint/summons under authority of the Jersey City Code and the Penalty Enforcement Law, N.J.S.A. 2A:58-10, et. seq.

G. A certified copy of the 2018 Edition of the Construction Site Safety Manual shall be on file and available for review online and at the offices of the Construction official and the City Clerk. Photocopies may be obtained for a fee, pursuant to the City Code provision for fees.

I. All ordinances and parts of ordinance inconsistent herewith are hereby repealed.

II. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance and incorporated in the official copies of the Jersey City Code.

III. This ordinance shall take effect at the time and in the manner as provided by law.

IV. The City Clerk and the Corporation Counsel be and are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

JJH 8/23/18

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 131, (CONSTRUCTION CODES, UNIFORM) (1) ADOPTING THE UPDATED CONSTRUCTION SITE SAFETY MANUAL, 2018 EDITION, (2) INCORPORATING THE SAFETY REGULATIONS CONTAINED THEREIN, BY REFERENCE, INTO CHAPTER 131, AND (3) EMPOWERING THE CONSTRUCTION CODE OFFICIAL TO ENFORCE THE REGULATIONS CONTAINED IN THE CONSTRUCTION SITE SAFETY MANUAL, 2018 EDITION

Initiator

Department/Division	Housing, Economic Development & Commerce	Office of the Construction Code Official
Name/Title	Raymond R. Meyer	Construction Code Official
Phone/email	201-547-5505	raymondm@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance adopts a new version of the Construction Site Safety Manual, replaces the original version and incorporates the regulations contained therein as part of Chapter 131 of the Municipal Code.

I certify that all the facts presented herein are accurate.



Raymond R. Meyer
Construction Code Official

August 29, 2018

Date



James M. Madden
Deputy Director of Housing, Economic
Development & Commerce

August 29, 2018

Date

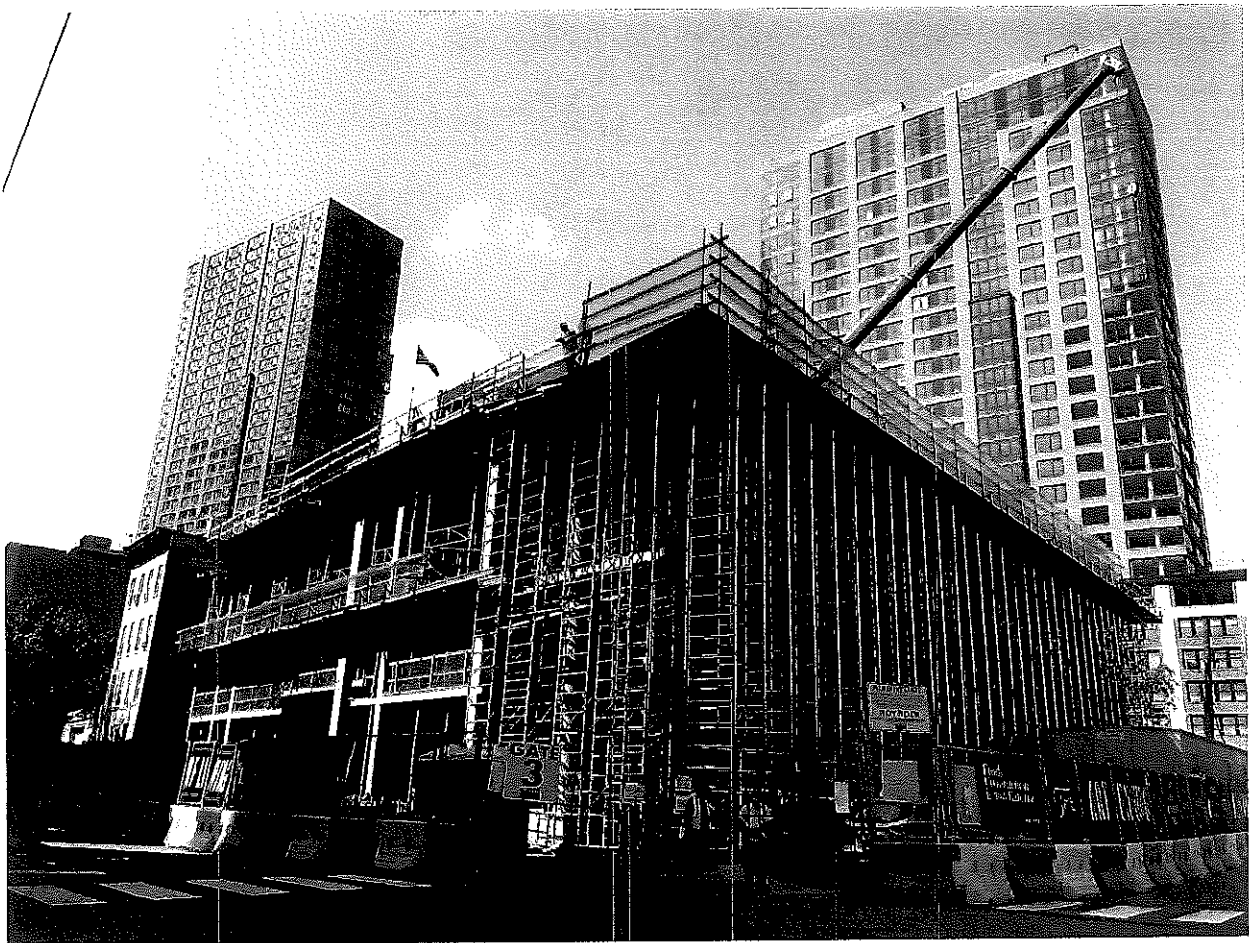
EXHIBIT A



CITY OF JERSEY CITY

CONSTRUCTION SITE SAFETY MANUAL

ADOPTED 2008, AMENDED 2018



DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE
OFFICE OF THE CONSTRUCTION CODE OFFICIAL

RAYMOND R. MEYER
Construction Code Official

TABLE OF CONTENTS

§ 1 - Purpose of this Manual	1
§ 2 - Worker Safety	1
§ 3 - Responsibility for construction site management; Safety Consultants	1
§ 4 - Reporting requirements	1
§ 5 - Special Technical Services & Emergency Actions	2
§ 6 - Stop Work Orders	2
§ 7 - Work Site Safety Plans; when mandatory	2
§ 8 - Traffic control	3
§ 9 - Monitoring of wind conditions; control of windborne materials	3
§ 10 - Fire safety	3
§ 11 - Removal of debris	4
§ 12 - Stripping of cement forms	4
§ 13 - Pile driving	4
§ 14 - Power washing	4
§ 14 - Construction sheds/storage areas; Site Storage Plan	4
§ 16 - Soil & dust control	5
§ 17 - Hours of operation	5
§ 18 - Exterior hoist ways	6
§ 19 - Construction site identification	6
§ 20 - Security Barriers	6
§ 21 - Mechanical equipment safety	6
§ 22 - Sanitation & rodent control	7
§ 23 - Noise control	8
§ 24 - Fines	9

§ 1 - Purpose of this Manual

This Manual describes construction control policies ("Construction Controls") issued under the authority of the New Jersey Uniform Construction Code ("UCC") which include, but are not limited to:

- Work site safety
- Site responsibility & reporting requirements
- Closing construction sites
- Plans which must be filed with the Construction Official
- Monitoring of wind conditions and control of windborne materials
- Traffic control during construction and street closures

Federal, State, or local laws and regulations which exceed those in this Manual shall govern. In drafting this Manual the Construction Official has relied upon the International Building Code (known as the "IBC"/2000, and its subsequent revisions) which was adopted by the State of New Jersey and incorporated into the State's Administrative Code as N.J.A.C. 5:23-3.1 et seq. If the reader does not find an answer to a question in this Manual, the reader should consult the IBC and/or the Administrative Code.

§ 2 - Worker Safety

Construction or demolition work (as defined below) shall at all times comply with applicable provisions of the Federal Occupational Safety and Health, 29 U.S.C. 651 et seq.

§ 3 - Responsibility for construction site management; Safety Consultants

The provisions of this section shall define the construction controls required for all buildings involving professional architecture/engineering services and delineate the responsibilities of such professional services together with those services that are the responsibility of the contractor during construction.

The owner of the property on which the construction is taking place shall be responsible for strict compliance with the construction controls in this Manual and the directives of the Construction Official.

The owner may appoint "Safety Consultant," who shall have the authority to suspend or stop work if the controls herein are not implemented or followed. The Safety Consultant shall follow the directives of the Construction Official.

§ 4 - Reporting Requirements

N.J.A.C. 5:23-2.21 designates the responsibilities of all those providing professional architecture/engineering services on a construction project and the responsibilities of the contractor during a construction project, including, but not limited to, a description of the reports which must be submitted to the Office of the Construction Official.

Owners must provide a certificate of insurance in a form acceptable to the construction official and list of all those identified on any permit document including subcontractors.

In addition, the Office of the Construction Official must be notified in writing within 72 hours of the transfer of title of any construction or demolition site, whether to a corporation, limited liability company, partnership, person or other entity.

§ 5 - Special Technical Services & Emergency Actions

Pursuant to N.J.A.C 5:23-2.19, the Construction Official is empowered to secure the services of an expert, such as a licensed engineer or registered architect, to assess the conditions stemming from the violation of any applicable code or statute with the costs of such services to be paid by the owner of record. Such expert reports shall contain the information deemed necessary by the Construction Official to aid in:

- Analysis of materials and installation or design methods not covered by the provisions of the sub-codes;
- Site investigation;
- Structural analysis; and
- Building systems analysis (that is, mechanical, electrical, vertical transportation, and so forth)

Furthermore, in accordance with N.J.A.C. 5:23-2.32(b), should any emergency condition arise, the Construction Official may take the all necessary steps to safeguard the area and may direct the owner as to what must be done to ensure safety. In such cases, owners shall be responsible for all costs incurred for failure to act within the prescribed time frame.

§ 6 - Stop Work Orders

Consistent with N.J.A.C 5:23-1(b), et seq., the Construction Official is empowered to stop **all** construction or demolition work by issuing a Stop Work Order and close a construction or demolition site if, in the Construction Official's sole discretion, it appears that the site is unsafe or the working conditions are in violation of any applicable statutes or regulations.

§ 7 - Work Site Safety Plans; when mandatory

If the Construction Official determines that a proposed construction project or demolition project will likely have negative impact on vehicular or pedestrian traffic, or will likely have a negative effect on adjoining properties, then the Construction Official will notify the owner that he or she must submit a Work Site Safety Plan prior to the commencement of the project. Every Work Site Safety Plan shall include plans to safeguard the site, all persons on or near the site, any properties adjacent to the site together with the following: (i) an architect's specifications for building and/or demolition; (ii) equipment to be used; (iii) traffic routing plan during that construction or demolition is to take place including and preparatory and cleanup times; (iv) parking plans for workers' cars; (v) proposed dates and times of any necessary street closings; (vi) plans for sidewalk protection; and (vii) a post construction/demolition site clean-up plan.

Utilization of Emergency Services shall be in accordance with Fees and Procedures prescribed in the Municipal Code.

§ 8 - Traffic control

Street closings must be approved by the Division of Engineering, Traffic & Transportation **prior** to the beginning of work. Requests to re-route traffic must be approved by both the Division of Engineering, Traffic & Transportation as well as the Office of the Emergency Management. The permitted times for street closures shall be from 10:00 A.M. to 3:00 P.M., Monday through Friday. Equipment necessary for traffic control shall be specified in the approval and shall be obtained by and paid for by the individual requesting the closure. For more information about street closure consult the City's Traffic Barrier Manual available in the Office of the City Clerk.

§ 9 - Monitoring of wind conditions; control of windborne materials

Wind conditions shall be monitored daily and precaution taken against allowing any materials or debris from becoming windborne, including but not limited to:

- Installing fine mesh netting on the building exterior if sections of the building face the public rights-of-way and are exposed to the elements;
- Inspecting the entire site daily and keeping all floors and rooms swept and clean;
- Securing all construction materials on the premises capable of becoming airborne.

If wind conditions become such that equipment may no longer be safely used according to the manufacturer's recommendation, the equipment shall be shut down and properly stored until it is safe to be utilized.

§ 10 - Fire safety

In addition to requirements of the Uniform Fire Safety Code, N.J.S.A. 52:27d-139 et seq., structures of 150 feet or more must have a fire pump and structures of four stories a standpipe (See, IBC 2000, Sections 905-907). All structures, regardless of height, must have an illuminated interior stair case. Siamese connections shall be in an approved location and marked with a 24-hour red light above the connection.

High Rise Provisions. Structures of more than seven (7) stories shall comply with the following:

- Two (2) illuminated staircases with standpipes installed, two levels below the floor being constructed;
- A lock job box containing equipment required by the Fire Department to effectively extinguish a fire placed at the same level as the standpipe termination.

Combustible materials. The use and storage of all combustible liquids and gases shall be in accordance with applicable governmental regulations and Fire Department directives. All burning and combustible material permits must be affixed in a conspicuous location on site.

§ 11 - Removal of debris

No equipment or materials shall obstruct the public right-of-way. No debris shall be allowed to accumulate on or near the construction site for more than twenty-four (24) hours, nor be thrown from the site. Debris must be hoisted off in containers or discharged by chute into a dumpster.

Dumpsters or container for construction debris shall not be placed on a sidewalk or in the public right-to-way without a permit from the Division of Engineering, Traffic & Transportation.

§ 12 - Stripping of cement forms

The area below any cement form to be stripped shall be protected with netting and boards and wood supports tied off prior to removal. Materials may be stored during stripping operations provided they appropriately tied off; but they must be removed daily prior to closing the work site.

Wind conditions shall be monitored prior to stripping and safety measures to protect persons or property implemented.

§ 13 - Pile driving

Prior to driving any piles, a survey of the area must be conducted to ascertain the vibratory effects of the pile driving. Design professional must provide an evaluation of the vibratory effects and procedures that will minimize the likelihood of damage to persons or property. The pile driving shall be monitored by the design professional to ensure compliance with the methods recommended.

There shall be no pile driving before 8:30 A.M. or after 5:00 P.M.

§ 14 - Power washing

Prior to the commencement of power washing, care shall be taken to protect the area adjacent to the structure being power washed. Failure to do so shall result in the issuance of a Stop Work Order.

§ 15 - Construction sheds/storage areas; Site Storage Plan

Temporary construction sheds or storage areas within the work site must be constructed of a noncombustible material in accordance with the Fire Prevention Code. Sheds and any storage areas must be equipped with sprinklers, alarm devices and other smoke or fire notification systems. Sheds shall have placards warning of the presence of hazardous materials installed on the outside in the form proscribed in the Fire Prevention Code. If the storage area is to contain any hazardous materials, the storage area must be cordoned off with a placard warning of the presence of hazardous materials placed immediately outside the storage area in the form prescribed by the Fire Prevention Code

A Site Storage Plan, which shall include Material Specification Data ("MSD") sheets, inventory statement(s), emergency response plan(s), etc., and the locations of any storage sheds

or storage areas, shall be submitted. No materials classified by the Fire Prevention Code as hazardous shall be stored at the construction until the Site Storage Plan is approved.

§ 16 - Soil & dust control

Soil

Areas in and around work sites shall be maintained to prevent soil runoff onto the streets and into the sewers. All driving lanes in and around the construction/demolition site shall be graveled and matted to allow access for emergency vehicles and to prevent trucks and equipment spreading soil/dirt onto the City's streets.

The Construction Code Official shall be provided with the name and contact information of the transporter of soils, the location where the soil came from and a certification of soil content.

Dust

Areas in and around all construction and demolition sites shall be maintained so as to minimize dust and assure that:

- saw cutting of masonry is watered;
- The hallways of all occupied buildings are swept as needed;
- A tanker truck or, if permitted by the Fire Department, a fire hydrant is present at demolition sites to water down the structure being demolished. Prior to the start demolition an inspection must be made to ensure compliance;
- Debris chutes are periodically hosed down so as to avoid the spread of construction dust;
- The area around, the construction site shall be regularly swept and watered to prevent the accumulation of dust.

§ 17 - Hours of operation

Construction/demolition activity, including the running of construction vehicles such as dump trucks, cement trucks, etc., but excluding pile driving (see § 13) is permitted between the hours 7:00 A.M. through 6:00 P.M. Monday through Friday.

Limited construction/demolition activity is permitted on Saturdays and Federal holidays between the hours 9:00 A.M. through 5:00 P.M. Work on Saturday and Federal holidays shall be limited to work in the interior of the structure and only when the structure is totally enclosed. No mechanical equipment shall be used on Saturday except exterior hoist ways for transporting workers.

Special permission to work outside the timeframes indicated above must be approved by the Construction Code Official.

§ 18 - Exterior hoist ways

Plans for exterior hoists shall be submitted to the Building Sub Code Official for approval. Tests of hoist(s) must be conducted prior to use. The manufacturer's report(s), operation reports, and testing certifications shall be maintained during use of exterior hoists and be made available upon request.

Before and after inclement weather, safety tests of hoists shall be performed in accordance with recommendations provided by the supplier or manufacturer and shall be made available upon request.

§ 19 - Construction site identification

The construction permit (yellow card) shall be posted in a conspicuous location on the work site as well as a sign no less than 36 inches wide and 36 inches long, printed on waterproof material, listing the following information:

- the owner's name and address and;
- the project name (if applicable);
- the property address;
- a brief description of the project;
- the permit number;
- the anticipated completion date of the project;
- the general constructor's name, address and telephone number;
- the Safety Consultant's name, address and telephone number (if applicable); and
- a telephone number where a person responsible for the project may be reached twenty-four (24) hours a day.

§ 20 - Security barriers

The area around all work sites shall, at all times, be surrounded by barriers sufficient to keep trespassers from obtaining access to the site. All such barriers should conform to the standards set forth in the ICB 2000 or its successor. Temporary fencing is not permitted.

§ 21 - Mechanical equipment safety

All mechanical equipment, hoisting and lifting, including, but not limited to, cranes, exterior hoist ways, mechanical scaffolding shall be operated and maintained in accordance with the manufacturer's instructions and/or the provider's directives. Inspections shall be performed by independent third-party agencies or by the manufacturer(s), and certified by a design professional. All records relating to mechanical equipment safety, including but not limited to, any manufacturer's report(s), operation reports, and testing certifications shall be maintained on site.

All accidents or incidents shall be reported to the Office of the Construction Official as soon as possible after the accident or incident. Prior to resuming the use of any damaged or failed equipment, a re-inspection shall be performed by independent third-party agency or by the manufacturer(s), and certified by a design professional. The results of this re-inspection shall be provided in writing to the Office of the Construction Official prior to the Construction Official permitting resumption of operations.

All mechanical equipment shall be operated only by those licensed or otherwise qualified to operate it. The Construction Official may request and shall be provided proof of licensure or qualification to operate any mechanical machinery on a construction or demolition site. Generators may not be used within a structure, unless the structure is properly ventilated and generators may only be used during permitted working hours.

§ 22 - Sanitation & rodent control

Sanitation

Toilets

If there are no toilet facilities available on site, portable toilets shall be provided but they shall not be placed as not to obstruct the pedestrian rights of way. Toilets must be provided in the following numbers:

- 20 workers or less - 1 toilet;
- 20 or more - 1 toilet seat and 1 urinal per 40 workers;
- 200 or more - 1 toilet seat and 1 urinal per 50 workers.

Washing facilities

The owner or general contractor shall provide adequate washing facilities for employees engaged in the application of paints, coating, herbicides, or insecticides, or in other operations where contaminants may be harmful to the employees. Such facilities shall be in proximity to the worksite and equipped as to enable employees to remove such substances.

Drinking water

Adequate drinking water must be provided at all construction/demolition sites in compliance with the following standards:

- Potable (clean and drinkable) water must meets the standards for drinking prescribed by the U.S. Environmental Protection Agency's National Primary Drinking Water Regulations (40 CFR part 141).
- Portable containers used to dispense drinking water must be capable of being tightly closed, and equipped with a tap. Water must not be dipped from containers.
- Any container used to distribute drinking water must be clearly marked and not used for any other purpose.

- drinking cups for all workers shall be provided.
- Disposable cups, if provided, must have both a sanitary container for the unused cups and a receptacle for disposing of the used cups.

Non-drinking water

Any water stored on site that is not meant to be used for drinking such as water for industrial or firefighting purposes must be identified by signs that the water is not to be used for drinking, washing, or cooking purposes.

Eating and drinking areas

No employee must be allowed to consume food or beverages in a toilet room nor in any area exposed to a toxic material.

Change rooms

Whenever employees are required by a particular standard to wear protective clothing because of the possibility of contamination with toxic materials, change rooms equipped with storage facilities for street clothes and separate storage facilities for the protective clothing must be provided.

Rodent control

Every enclosed workplace shall be so constructed, equipped, and maintained, so far as reasonably practicable, as to prevent the entrance or harborage of rodents, insects, and other vermin. The owner of a property for which a construction or demolition permit has been issued shall have sufficient tamper-proof, all-weather bait stations with a Tier 1 Rating from the federal Environmental Protection Agency installed around the perimeter. Bait stations shall be checked and restocked with rodent bait blocks by a licensed exterminator on a regular basis throughout the course of construction until a certificate of occupancy is issued. A licensed exterminator shall submit monthly compliance reports to the Division of Health on behalf of the owner throughout the duration of construction/demolition. The report shall attest to the dates and times that the bait stations were checked and restocked.

§ 23 - Noise control

All construction and demolition activity must comply with the City's Noise Control regulations which can be found in Chapter 222 of the Municipal Code. No construction/demolition work shall be performed between the hours of 6:00 P.M. and 7:00 A.M. on weekdays, or between the hours 6:00 P.M. and 9:00 A.M. on weekends and Federal holidays, unless such activities can meet the limits in Tables I, II and III found in Chapter 222-5.2. At all other times the limits in Tables I, II and III do not apply.

All motorized equipment used in construction and demolition activity shall be operated with a muffler and/or sound reduction device.

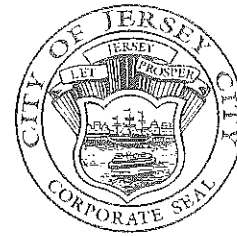
§ 24 - Fines

Violation of the construction controls specified in this manual or any City Ordinance pertaining to it may result in a fine of up to \$2,000 per day.

City Clerk File No. Ord. 18-107

Agenda No. 3-D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-107

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE VIII (PERMIT PARKING) AMENDING SECTION 332-58 (PARKING RESTRICTIONS IN RESIDENTIAL ZONES) OF THE JERSEY CITY TRAFFIC CODE REPEALING STREETS FROM THE ZONE 2 RESIDENTIAL PERMIT PARKING THAT ARE NOW PART OF ZONE 16

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article XIII (Permit Parking) of the Jersey City Code is hereby supplemented as follows:

Article VIII PERMIT PARKING
Sec. 332-58 Parking restrictions in residential zones.

A.. No person shall park a vehicle in excess of two (2) hours; between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except public holidays, without a valid permit upon any of the streets or parts of streets as described below.

Zone 1

No Change

ZONE 2

Name of Street

Limits

Academy St	Between Baldwin Av and Van Reypen St
Alan Ter	Entire length
Baldwin Av	Between Montgomery St and [<i>Waverly St</i>] <u>State Highway 139</u>
[<i>Beacon Av</i>	<i>Between Palisade Av and Kennedy Blvd</i>]
Bergen Av	Between Mercer St and Sip Av
Bevan St	[<i>Entire length</i>] <u>St. Paul's Av to State Highway 139</u>
Berkeley Pl	Between Liberty Av and Tonnele Av
Bond St	Entire length
[<i>Booraem Av</i>	<i>Between Palisade Av and Webster Av</i>]
Broadway	Between Tonnele Av and Route 1 & 9
Bryan Pl	Entire length
Bryant Av	Entire length
[<i>Cambridge Av</i>	<i>Between Ferry St and North St</i>]
Central Av	Between Pavonia Av and [<i>Beacon Av</i>] <u>State Highway 139</u>
Chestnut Av	Entire length
Clifton Pl	Between Fairmount Av and Baldwin Av
[<i>Collard St</i>	<i>Entire length</i>]
[<i>Concord St</i>	<i>Entire length</i>]
Cook St	Entire length
Corbin Av	Entire length
Cottage St	Entire length
Court House Pl	Entire length
Crawford Pl	Entire length
Cubberly Pl	Entire length
Dales Av	Entire length

AV:pcl
08.28.18

<u>Name of Street</u>	<u>Limits</u>
DeKalb Av	Entire length
Dick St	Entire length
East St	Entire length
Elizabeth St	Entire length
[<i>Elm St</i>]	<i>Entire length</i>
Emerson Av	Entire length
Enos Pl	Entire length
[<i>Ferry St</i>]	<i>Between Central Av and Ogden Av</i>
Field Av	Entire length
[<i>Fleet St</i>]	<i>Between Baldwin Av and Palisade Av</i>
[<i>Floyd St</i>]	<i>Entire length</i>
Fox Pl	Entire length
[<i>Franklin St</i>]	<i>Between Ogden Av and Central Av</i>
Freeman Av	Entire length
Garrison Av	Between Tonnele Av and DeKalb Av
Giles Av	Entire length
Glenwood Av	Between Bergen Av and Kennedy Blvd
Gray St	Entire length
[<i>Griffith St</i>]	<i>Between Ogden Av and Central Av</i>
[<i>Hancock Av</i>]	<i>Between North St and Ferry St</i>
Hawthorne Av	Entire length
Henry St	Entire length
Herbert Pl	Entire length
High St	Entire length
Highland Av	Between West Side Av and Bergen Av
Hoboken Av	Between Palisade Av and Central Av
Hoboken Av	Between Summit Av and State Highway 13[0] 9
Holmes Av	Entire length
Homestead Pl	Entire length
[<i>Hopkins Av</i>]	<i>Between Baldwin Av and Palisade Av</i>
[<i>Hopkins Av</i>]	<i>Between Collard St and Central Av</i>
[<i>Hutton St</i>]	<i>Between Central Av and Palisade Av</i>
Kennedy Blvd	Between Glenwood Av and [<i>Manhattan Av</i>] <u>State Highway 139</u>
[<i>Jefferson Av</i>]	<i>Between Palisade Av and Baldwin Av</i>
Jones Pl	Entire length
Jones St	Entire length
Jordan Av	Between Mercer St and Vroom St
[<i>Laidlaw Av</i>]	<i>Between Baldwin Av and Palisade Av</i>
[<i>Laidlaw Av</i>]	<i>Between Central Av and Collard St</i>
[<i>Lake St</i>]	<i>Between Montrose Av and Kennedy Blvd</i>
Liberty Av	Between State Highway 139 and Newark Av
Logan Av	Entire length
Lott St	Entire length
Magnolia Av	Between Summit Av and Waldo Av
Magnolia Av	Between Tonnele Av and Journal Square Concourse
Maiden Lane	Entire Length
[<i>Manhattan Av</i>]	<i>Between Central Av and Sherman Av</i>
Marion Pl	Entire length
Mead St	Entire length
Mercer St	Between Mill Rd and Bergen Av
[<i>Mountain Rd</i>]	<i>Entire length</i>
[<i>New York Av</i>]	<i>Between Paterson Plank Rd and Palisade Av</i>
[<i>Nardone Pl</i>]	<i>Entire Length</i>
Newark Av	Between Tonnele Av and Waldo Av
Newkirk St	Entire length
Oakland Av	Between Newark Av and Hoboken Av
	[<i>Between Fleet St and St. Pauls Av</i>]
Orchard St	Between Monticello Av and Crawford St
[<i>Palisade Av</i>]	<i>Between State Highway 139 and Waverly St</i>
Pavonia Av	Between Giles Av and Newark Av
[<i>Perrine Av</i>]	<i>Entire length</i>
[<i>Perry St</i>]	<i>Entire length</i>
[<i>Ravine Av</i>]	<i>Between Webster Av and Palisade Av</i>

AV:pc1
(8.28.18)

<u>Name of Street</u>	<u>Limits</u>
Rock St	Entire length
Romaine Av	Entire length
[<i>Sherman Av</i>]	<i>Between Ferry St and North St</i>
Sip Av	Between Summit Av and Route 1 & 9
Smith St	Entire length
[<i>Spruce St</i>]	<i>Between Kennedy Blvd and Collard St</i>
St. Pauls Av	Between Kennedy Blvd and Tonnele Av
[<i>St. Pauls Av</i>]	<i>Between Central Av and Summit Av</i>
Skillman Av	Between State Highway 139 and Van Winkle Av
Stuyvesant Av	Between West Side Av and Van Reypen St
Summit Av	Between Baldwin Av and [<i>Beacon Av</i>] <u>State Highway 139</u>
Tonnele Av	Between Van Reypen St and St. Paul's Av
Trenton St	Entire length
[<i>Troy St</i>]	<i>Entire length</i>
Tuers Av	Between Mercer St and Newkirk St
Van Reipen Av	Entire length
Van Reypen St	Entire length
Van Wagenen Av	Path R.R. Tracks to Stuyvesant Av
Van Winkle Av	Between Kennedy Blvd and Senate Pl
Vine St	Entire length
Vroom St	Between Van Reypen St and Gray St
Waldo Av	Entire length
Wales Av	Entire length
Wallis Av	Entire length
Washburn St	Entire length
[<i>Waverly St</i>]	<i>Between Baldwin Av and Palisade Av</i>
Wayne St	Between Mill Rd and Summit Av
[<i>Webster Av</i>]	<i>Between Booraem Av and Paterson Plank Rd</i>
Weldon St	Entire length
West St	Entire length
West Side Av	Between Glenwood Av and Broadway
Whitman Av	Entire length
Wright Av	Entire length
Zone 3	No Change
Zone 4	No Change
Zone 5	No Change
Zone 6	No Change
Zone 7	No Change
B.	No Change
Zone 9	No Change
C.	No Change
Zone 10	No Change
Zone 15	No Change
Zone 16	No Change

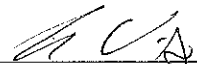
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: New material to be inserted is underscoring; the material to be repealed is in [*brackets*].

AV:pc
(08.28.18)


Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: 

Municipal Engineer

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE VIII (PERMIT PARKING) AMENDING SECTION 332-58 (PARKING RESTRICTIONS IN RESIDENTIAL ZONES) OF THE JERSEY CITY TRAFFIC CODE REPEALING STREETS FROM THE ZONE 2 RESIDENTIAL PERMIT PARKING THAT ARE NOW PART OF ZONE 16

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E.	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

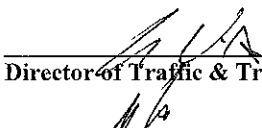
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This ordinance has been proposed in order to repeal the streets in Zone 2 that are now designated in Zone 16.

Chapter 332-58 of the Municipal Code will reflect the Residential Permit Parking Zones, both Zone 2 and Zone 16, as they are signed on the street.

I certify that all the facts presented herein are accurate.

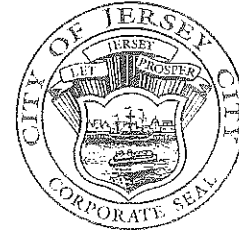

Director of Traffic & Transportation

Signature of Department Director

8/28/18
Date

9/11/18
Date

City Clerk File No. Ord. 18-108
Agenda No. 3. E 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-108

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 142 ARLINGTON AVENUE; 84-86 CLERK STREET; 563-565 GARFIELD AVENUE; 97-99 GREENVILLE AVENUE; 195 HUTTON STREET; 134-136 KEARNEY AVENUE; 80-82 LEXINGTON AVENUE; 265 LIBERTY AVENUE; 103 LINCOLN STREET; 148 MALLORY AVENUE; 68 MAGNOLIA AVENUE; 15-17 MARION PLACE; 170 NELSON AVENUE; 243 PEARSALL AVENUE; 290-288 SEAVIEW AVENUE; 218 SECOND STREET; 21 STAGG STREET; 105 THORNE STREET; 214 VAN NOSTRAND AVENUE; 224-222 WHITON STREET; AND 149-151 WILKINSON AVENUE AND REPEALING THE RESERVED PARKING SPACE AT 100-102 ORIENT AVENUE; 281 SEAVIEW AVENUE AND 28-30 SHERMAN PLACE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Joseph Salisbury</u>	<u>142 Arlington Av</u>
<u>Quarnor L. Armstrong</u>	<u>84-86 Clerk St</u>
<u>Ernest Ishman</u>	<u>563-565 Garfield Av</u>
<u>Donald Halter</u>	<u>97-99 Greenville Av</u>
<u>Roberto Aranzazu</u>	<u>195 Hutton St</u>
<u>Brenda Durante</u>	<u>134-136 Kearney Av</u>
<u>David Williams</u>	<u>80-82 Lexington Av</u>
<u>Edward DesLonde</u>	<u>265 Liberty Av</u>
<u>Helene J. Hocksein</u>	<u>103 Lincoln St</u>
<u>William Ricci</u>	<u>148 Mallory Av</u>
<u>Shiwnarain Deonarin</u>	<u>68 Magnolia Av</u>
<u>Mona Mohamad</u>	<u>15-17 Marion Pl</u>
<u>Jalil & Nima Alam</u>	<u>170 Nelson Av</u>
<u>Kenneth Rhodes</u>	<u>243 Pearsall Av</u>

Continued.....
AV:pvl
(08.28.18)

Junis Cokley	<u>290-288 Seaview Av</u>	[<i>281 Seaview Av</i>]
Jose Vega	<u>218 Second St</u>	[<i>28-30 Sherman Pl</i>]
<u>William Clarke</u>	<u>21 Stagg St</u>	
<u>Ramon Lorenzo</u>	<u>105 Thorne St</u>	
<u>Miya Enix</u>	<u>214 Van Nostrand Av</u>	
<u>Delores Burgess</u>	<u>222-224 Whiton St</u>	
Augustin & Lourdes Lopez	<u>149-151 Wilkinson Av</u>	[<i>100-102 Orient Av</i>]

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

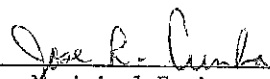
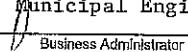
NOTE: All new material to be inserted is underscored; material to be repealed is in [*brackets*].

AV:pcl
(08.28.18)

APPROVED: 
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 
Municipal Engineer
APPROVED: 
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 142 ARLINGTON AVENUE; 84-86 CLERK STREET; 563-565 GARFIELD AVENUE; 97-99 GREENVILLE AVENUE; 195 HUTTON STREET; 134-136 KEARNEY AVENUE; 80-82 LEXINGTON AVENUE; 265 LIBERTY AVENUE; 103 LINCOLN STREET; 148 MALLORY AVENUE; 68 MAGNOLIA AVENUE; 15-17 MARION PLACE; 170 NELSON AVENUE; 243 PEARSALL AVENUE; 290-288 SEAVIEW AVENUE; 218 SECOND STREET; 21 STAGG STREET; 105 THORNE STREET; 214 VAN NOSTRAND AVENUE; 224-222 WHITON STREET; AND 149-151 WILKINSON AVENUE AND REPEALING THE RESERVED PARKING SPACE AT 100-102 ORIENT AVENUE; 281 SEAVIEW AVENUE AND 28-30 SHERMAN PLACE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E at the request of Councilwoman Joyce Watterman, Chairwoman for the Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Designate and delete a reserved parking space at various locations throughout the City. All designees have submitted applications that have been reviewed and approved by the Committee.

This Ordinance includes 21 total locations, of which 18 are new and 3 are relocations for individuals who had been previously approved for a different location.

Since June 1st, (Ordinance 18.098), thirty-seven (37) reserved parking spaces have been removed.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Signature of Department Director

5/29/18

Date

9/6/18

Date

City Clerk File No. Ord. 18-109

Agenda No. 3. F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-109

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING THE INTERSECTIONS OF NORTH STREET AND COLUMBIA AVENUE; NORTH STREET AND LIBERTY AVENUE AND NORTH STREET AND TERRACE AVENUE AS AN ALL-WAY STOP INTERSECTION

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.

The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
Columbia Av	North and South	North St - <u>Multi</u>
Liberty Av	North and South	North St - <u>Multi</u>
<u>North St</u>	<u>East and West</u>	<u>Columbia Av</u> - <u>Multi</u>
<u>North St</u>	<u>East and West</u>	<u>Liberty Av</u> - <u>Multi</u>
<u>North St</u>	<u>East and West</u>	<u>Terrace Av</u> - <u>Multi</u>
Terrace Av	North and South	North St - <u>Multi</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. This ordinance shall take effect at the time and in the manner as prescribed by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material to be inserted is new and underscored.

AV:pcj
(08.28.18)

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING THE INTERSECTIONS OF NORTH STREET AND COLUMBIA AVENUE; NORTH STREET AND LIBERTY AVENUE AND NORTH STREET AND TERRACE AVENUE AS AN ALL-WAY STOP INTERSECTION

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E.	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

The purpose of this Ordinance is to designate the following intersections as all way stop control:

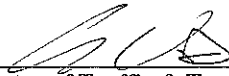
North Street and Columbia Avenue
North Street and Liberty Avenue
North Street and Terrace Avenue


Designating the intersection of North Street and Terrace Avenue as all-way stop control will improve traffic safety and operational characteristics at the intersection based on a detailed review of traffic conditions and guidance outlined within the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration.

Designating the intersections of North Street and Columbia Avenue and North Street and Liberty Avenue as all-way stop control will improve traffic safety and operation characteristics at the intersection as outlined in New Jersey State Statute & Amendments 39:4-197(j.) as these intersections falls within 500 feet of a school, Greater Bergen Community Action – Nelson Avenue School.

Data collected as part of the analysis included 14-hour vehicular and pedestrian counts, peak hour observations, and a multi-year crash history assessment.

I certify that all the facts presented herein are accurate.



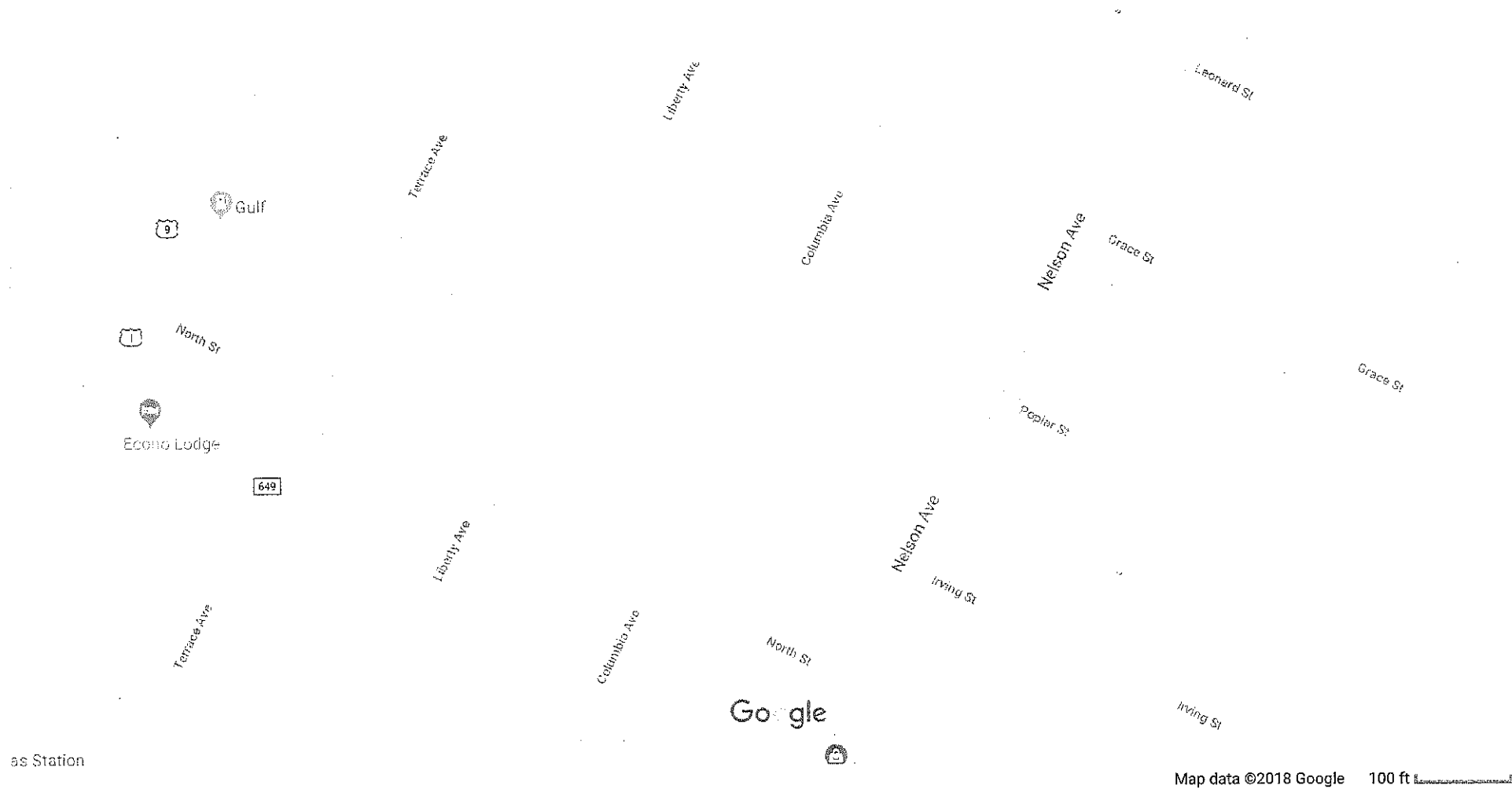
Director of Traffic & Transportation


Signature of Department Director

8/28/18

Date
9/4/18

Date



as Station

City Clerk File No. Ord. 18-110

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 18-110

TITLE: ORDINANCE AMENDING CHAPTER 332 (VEHICLES & TRAFFIC), ARTICLE VI (PARKING FACILITIES OPERATED BY THE DIVISION OF PARKING ENFORCEMENT), § 332-43 AND §332-44 OF THE JERSEY CITY MUNICIPAL CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, municipalities can and have regulated the impoundment of vehicles; and

WHEREAS, the City must protect its residents against predatory booting and overbilling by towing companies; and

WHEREAS, current economic conditions require the City of Jersey City to create fairer booting or towing laws within the City; and

WHEREAS, because of the expanding needs of Jersey City residents, the Mayor and Council have concluded that residents can be better served by increasing the number of tickets required for a vehicle to be impounded.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- A. The following amendments to Chapter 332 (Vehicles & Traffic), Article VI (Parking Facilities Operated by the Division of Parking Enforcement), § 332-43 and §332-44 are hereby adopted:

§332-43.- Towing away and booting of vehicles with outstanding summonses.

- A. In addition to any other penalty provided by law, any motor vehicle parked in violation of this Article and Article III and any motor vehicle whose owner has failed to appear in response to ~~three (3)~~ five (5) or more parking tickets and has received failure to appear notices from the Jersey City Municipal Court may be:
- (1) Booted; or
 - (2) Towed from its parking space and impounded by the Jersey City Parking Authority.
- B. No motor vehicle which has been booted or towed away and impounded shall be released until all of the charges in connection with booting or towing and impounding have been paid.
- C. The Jersey City Parking Authority is authorized to establish a schedule of charges for booting, impoundment and storage of motor vehicles parked in violation of this Article and Article III. Such schedule shall be filed with the office of the City Clerk.

§332-44.- Towing away and booting of vehicles whose owners have failed to appear in response to traffic tickets.

- A. Notwithstanding any other penalty provided by law, or any previous authorization given to the Jersey City Division of Parking Enforcement, no motor vehicle parked in violation of Articles IV and V, or parked in violation of any other law, regulation, or ordinance, including but not limited to the City's zone parking ordinances, may be booted; or towed from its parking space and impounded by the City or the Division of Parking Enforcement unless the owner of the vehicle has ~~three (3)~~ five (5) or more outstanding parking tickets and has received failure to appear notices from the Jersey City Municipal Court on such parking tickets provided, however, that this limitation does not apply within Parking Zones Three and Eight and also provided, however, that any vehicle may be towed in an emergency, or when the vehicle is unreasonably impeding vehicular or pedestrian traffic, or when the vehicle is deemed a hazard to persons or property.
- B. No motor vehicle which has been booted or towed away and impounded shall be released until all of the charges in connection with booting or towing and impoundment have been paid.
- C. The Jersey City Parking Authority is authorized to establish a schedule of charges for booting, impoundment and storage of motor vehicles as described above. Such schedule shall be filed with the office of the City Clerk.
- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repeal of existing provisions.

NOTE: All new material is underlined; words in ~~[brackets]~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET -

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AMENDING CHAPTER 332 (VEHICLES & TRAFFIC), ARTICLE VI (PARKING FACILITIES OPERATED BY THE DIVISION OF PARKING ENFORCEMENT), § 332-43 AND §332-44 OF THE JERSEY CITY MUNICIPAL CODE

Initiator

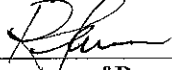
Department/Division		
Name/Title	Council President Lavarro	
Phone/email	(201) 547-5268	RLavarro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Residents can be better served by increasing the number of tickets required for a vehicle to be impounded.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/6/2018

Date